

Electronically Recorded

Tarrant County Texas

Official Public Records

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PGS 5 \$32.00

Suzanne Henderson

Submitter: SIMPLIFILE

FIRST AMENDMENT TO OIL AND GAS LEASE

This First Amendment to Oil and Gas Lease ("First Amendment") is executed by Dillard Texas, LLC, a Delaware limited liability company, whose address is 4501 North Beach Street, Fort Worth, Texas 76137, (the "Lessor"), and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas 77002 (collectively "Lessee") to be effective as of May 28, 2010 (the "Amendment Date").

WHEREAS, Lessor and Lessee previously executed that certain Oil and Gas Lease dated April 22nd, 2008 (the "Lease"), a Memorandum of which was recorded on May 28th, 2008, as Instrument No. D208197752 in the Real Property Records of Tarrant County, Texas, and covering approximately 8.312 acres of real property located in Tarrant County, Texas, as more particularly described in the Lease;

WHEREAS, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, LLC's working interest in the aforementioned Lease, and Lessor and Lessee have agreed to amend the Lease as provided in this First Amendment to allow for a larger pooled unit; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment and in the Lease, and for other good and valuable consideration, which the parties acknowledge receiving, Lessor and Lessee agree as follows:

1. The following sentence contained in Section 4 "Pooling" of the Lease is hereby deleted:

"The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%."

And hereby replaced with the following:

"The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or horizontal completion shall not exceed 550 acres plus a maximum acreage tolerance of 10%."

2. This First Amendment may be executed by facsimile or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

3. Notwithstanding anything herein to the contrary, except as otherwise specifically amended by this First Amendment, the Lease remains in full force and effect.

4. All capitalized terms used in this First Amendment which are not otherwise defined shall have the same meanings ascribed to them in the Lease.

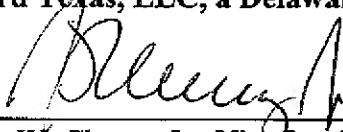
5. Lessee may, at its expense, record a memorandum of this First Amendment signed by Lessor and Lessee in the real property records of Tarrant County, Texas and/or Dallas County, Texas.

[signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to be effective as of the Amendment Date.

Lessor:

Dillard Texas, LLC, a Delaware limited liability company



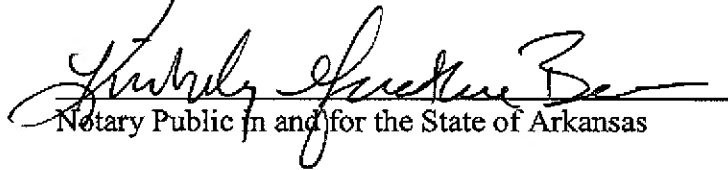
James W. Cherry, Jr., Vice President

STATE OF ARKANSAS

COUNTY OF PULASKI

§
§
§

This instrument was acknowledged before me on this 28th day of May, 2010, by James W. Cherry, Jr., a Vice President of Dillard Texas LLC, a Delaware limited liability company, on behalf of said limited liability company.



Notary Public in and for the State of Arkansas



IN WITNESS WHEREOF, the undersigned has executed this First Amendment to be effective as of the Amendment Date.

Lessee:

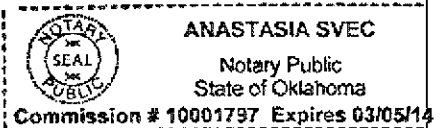
Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: [Signature]
Henry J. Hood, Senior Vice President –
Land & Legal and General Counsel

[Handwritten initials: JHP, CSW]

STATE OF Oklahoma §
COUNTY OF Oklahoma §

This instrument was acknowledged before me on this 08 day of June, 2010, by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.



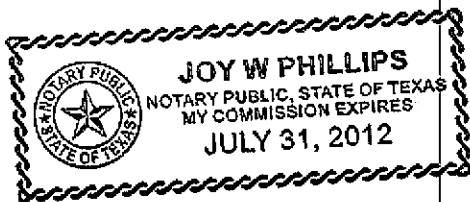
[Signature]
Notary Public, State of Oklahoma
Printed Name: Anastasia Svec
My commission expires: 3/5/2014

Total E&P USA, Inc., a Delaware corporation

By: *Jean-Michel Lavergne*
Jean-Michel Lavergne,
President and Chief Executive Officer

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 28th day of June, 2010, by Jean-Michel Lavergne, President and Chief Executive Officer of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.



Joy W Phillips
Notary Public in and for the State of Texas